



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #014-2019**

THIS IS NOT AN ORDER

**RETURN
TO:**

Tom Smith, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: August 7, 2018
Buyer's Email: tomsmith@springfieldmo.gov
Telephone Number: 417-864-1594
Fax Number: 417-864-1927
DUE DATE: AUGUST 21, 2018

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON TUESDAY, AUGUST 21ST, 2018**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

2019 POLICE INTERCEPTORS AND F150 4X4 PICKUPS

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: <http://www.springfieldmo.gov/bids.aspx>

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

15. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

16. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.*
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.*
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.*
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.*
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.*
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.*
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.*

18. IFB Forms, Exceptions, Alternates

*Bids must be submitted on attached City IFB forms, however additional information may be attached. Bidders must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render a bidder's bid non-responsive and may remove it from consideration for award (depending on the bidder's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Bidders must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your bid is accepted.*

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items.

24. Payment Terms

Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

25. Invoices

All invoices must be received within one year after goods or services have been provided or invoices will be considered delinquent. The City of Springfield reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.

26. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

27. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

28. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

29. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

30. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

31. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

32. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

33. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

34. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

35. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

36. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

37. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

38. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

39. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

40. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

41. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

42. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

43. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

44. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

45. Contract Documents

The agreement between the City of Springfield and the Contractor shall consist of (1) The Award Letter and/or the Purchase Order which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the Contractor's bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the Contractor's bid proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid, or the Contractor's bid proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid, shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification. Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

46. Local Vendor Preference

Commodities (when applicable) - A commodity shall be defined as a non-specialized, non-customized mass produced good. In the event two or more bids to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within Springfield city limits, next to bidders within Greene County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie bid situation still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin. The City may also, unless the terms, conditions and specifications of the solicitation state to the contrary, elect to divide the contract award between two or more bidders, if it deems such action to be in its best interests, in the exercise of its sole discretion.

Non-commodities (when applicable) for procurements of non-commodities The City should take into account factors such as impact on the local economy, time of delivery, maintenance, other pertinent costs, and recommend firms with offices in the Springfield Metropolitan Statistical Area (SMSA) when their bids are substantially equal in cost, specifications, conditions and bidders qualifications. A bid shall be substantially equal in cost if the differential for total cost is two percent or less.

47. Proprietary Information

In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all bidders should be aware that Invitation for Bids and the responses thereto become open public records once a fully executed contract is in place. Bidders are requested to identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of bidders to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Bidders should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary".**

**CITY OF SPRINGFIELD
GENERAL TERMS AND CONDITIONS
IFB #014-2019**

1. **PURPOSE:** The City of Springfield's Police Department has a requirement for Model Year 2019, or newer, Police Interceptor AWD Sedan Vehicles, Model Year 2019, or newer, Police Interceptor Utility AWD Vehicles, and Model Year 2019, or newer, F150 Pickups.
2. **NEW:** The vehicles shall be new and the manufacturer's standard model in current production shall comply with all performance specifications; including all standard functions and accessories as advertised or otherwise represented by the bidder and/or the manufacturer. Used or refurbished vehicles will not be accepted.
3. **SUBSTITUTIONS OR ALTERNATIVES:** The City will not accept any substitutions or alternatives on brand or model number due to the purpose of establishing a standard of quality, uniformity and standardization of equipment already in use by the City of Springfield Police Department.
4. **PRICE:** Bidder shall include ALL costs associated with each vehicle within the quoted price. No additional charges will be allowed for freight, Federal or State regulations, hazardous material charges, surcharges, etc., that are not specifically included within the written price agreement.
5. **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of one (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:
 - 5.1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
 - 5.2. All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.
6. **QUANTITIES:** Actual quantities may be more or less. The City of Springfield assumes no obligations for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.
7. **AUTHORIZED DEALER:** The bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the product bid.
8. **WARRANTY:** The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the City of Springfield.
9. **DELIVERY:** All vehicles shall be delivered F.O.B. Destination, Freight Prepaid and Allowed to the City of Springfield Public Works Service Center, 1111 West Chestnut Expressway, Springfield, MO 65802.

- 10. CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Award Letter and/or the Purchase Order which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the Contractor's bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the Contractor's bid proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid, or the Contractor's bid proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid, shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.
- 11. TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall provide all goods and/or perform all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
- 12. CONFLICTS:**
- 12.1.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- 12.2.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.
- 13. ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
- 14. TERMINATION OF CONTRACT:**
- 14.1. For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
- 14.2. For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.
- 14.3.** In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be

entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

15. **ADDITIONS, DELETIONS OR CHANGES:** No one can authorize any additions, deletions or changes to the work, before or during the contract, unless an approved change order has been issued by the Division of Purchases. The City will not be responsible for any additional charges unless an authorized change order has been issued.
16. **NON-EXCLUSIVE AGREEMENT:** This Invitation for Bid will result in a non-exclusive contract and the City reserves the right to purchase same or like materials and/or services from other sources as deemed necessary and appropriate.
17. **ENTIRE AGREEMENT:** This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.
18. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
19. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
20. **INVOICES:** An original invoice shall be submitted and shall reference the purchase order number or contract number and contain full descriptive information of vehicle and/or services furnished.
21. **PAYMENT TERMS:** Invoices shall be paid within thirty (30) days of receipt of a properly submitted invoice or the City's acceptance of vehicle and/or services furnished, whichever is later, unless the City decides to take advantage of any prompt payment discount included in the bid.
22. **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form. Failure to indicate any exceptions, shall be interpreted as the bidder's intent to fully comply with the specifications as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the specifications, may be subject to rejection in whole or in part as nonresponsive.
23. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
24. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

- 25. FORCE MAJEURE:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond reasonable control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, or by any other force majeure event. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. If a force majeure situation arises, the Contractor shall promptly notify the Division of Purchases in writing of such condition and the cause thereof.
- 26. QUESTIONS:** All questions regarding this bid should be submitted in writing to the Buyer, Tom Smith, at tomsmith@springfieldmo.gov.

**CITY OF SPRINGFIELD
SPECIFICATIONS
IFB #014-2019**

1.0. GENERAL: The City of Springfield's Police Department has a requirement for Model Year 2019, or newer, Police Interceptor AWD Sedan Vehicles, Model Year 2019, or newer, Police Interceptor Utility AWD Vehicles, and Model Year 2019, or newer, F150 Pickups.

2.0. The vehicles shall be model year 2019 or newer and the manufacturer's standard model in current production; shall comply with all performance specifications; include all standard functions and accessories as advertised or otherwise represented by the bidder and/or the manufacturer. The vehicles shall meet or exceed the minimum specifications and requirements listed below. Specifications may include equipment considered "optional or packaged items" by some manufacturers and are to be included in the vehicle package unless listed as an optional item.

3.0. 2019 OR NEWER FORD POLICE INTERCEPTOR AWD SEDAN

3.1. ENGINE: 3.7L V-6, Normally Aspirated Gasoline Engine with Heavy-Duty Cooling System and Engine Oil Cooler.

3.2. All Wheel Drive (AWD)

3.3. TRANSMISSION: Six Speed Automatic Heavy-Duty Police Calibration, Column Mounted Gear Selector and External Oil Cooler.

3.4. Heavy-Duty Fade Resistant Four-Wheel Disc Antilock Brakes with Power Booster.

3.5. Heavy-Duty Electric Power Assist Steering.

3.6. Tilt Steering Wheel

3.7. Independent Front and Rear Suspension. Front and Rear Stabilizer Bars.

3.8. TIRES: Five (5) Tires, 245/55R18 BSW, "W" Speed Rated (includes spare).

3.9. WHEELS: Five (5) 18" x 8" Heavy-Duty Black Steel Wheels (includes spare).

3.10. WHEEL COVERS: Five (5) 5-Inch Center Caps in lieu of 18-Inch Wheel Covers (includes spare).

3.11. Alternator: 220 Amp, Heavy Duty.

3.12. 750 CCA. (min.) Battery.

3.13. Police Type Speedometer Certified for Accuracy.

3.14. Speed Control: Factory Installed Required.

3.15. Air Conditioning System with Integral Heater and Defroster.

3.16. Electric Rear Window Defroster.

3.17. AM/FM Stereo Radio Minimum.

3.18. Power Adjustable Brake and Accelerator Pedals.

3.19. Radio Noise Suppression Bonding Straps.

3.20. Power Windows and Door Locks, Rear Power Window Operable from Rear Seat and Driver's Seat, Rear Window Lockout Switch Controllable from Driver's Position.

3.21. Deck Lid and Driver Door Key Lock Cylinder with Ignition Controlled Automatic Deck Lid Release.

3.22. Single Key Locking System – Keyed Alike to Match Existing Fleet, **No FOBS.**

3.23. Heavy-Duty Front Bucket Seats without Center Console, Designed for Police Usage and Covered with Heavy Duty Cloth Fabric. 6-Way Power Adjusting Driver's Seat.

3.24. Vinyl Covered Bench Rear Seat.

3.25. Driver and Front Passenger Air Bags, Driver and Passenger Side Curtain Air Bags and Driver and Front Passenger Seat Mounted Thorax Air Bags Minimum.

3.26. Vinyl Floor Covering, First and Second Row In lieu of Carpeting and Carpeted Floor Mats.

3.27. Front License Bracket.

3.28. Spotlight Provision, Left Hand with 6" LED Whelen Spotlight.

3.29. Police Power Pigtail Harness.

3.30. Pre-wiring for LED Lamp, Siren, and Speaker.

- 3.31.** Courtesy Lamps Disabled When Any Door is Opened.
- 3.32.** Front Row Red/White Auxiliary Dome Lamp.
- 3.33.** Front Headlamp Prep Package: Pre-Drilled Holes for Side Marker Police Use. Does not include LED installed lights. Order Code 13P.
- 3.34.** Tail Lamp Housing Prep Package: Factory Installed Tail Lamp Housing Prep Package Required. Does not include LED installed lights. Option code 90T.
- 3.35.** Left Hand and Right Hand Heated Power Adjusting Outside Rearview Mirrors.
- 3.36.** Rear View Camera: 4" Display Located in Center Stack.
- 3.37.** Factory Installed Reverse Sensing System.
- 3.38.** WARRANTY: The Vehicle Shall Have a Minimum 36 Month/36,000-Mile Bumper to Bumper Manufacturer's Warranty and a 5-year/100,000-Mile Power Train Warranty.
- 3.39.** Shadow Black Exterior (G1) with Charcoal Interior.

3.40. OPTIONAL ITEMS

- 3.40.1.** Additional Keys, Keyed alike (Key #1284X). Two (2) additional keys per vehicle.
- 3.40.2.** Rear Inside Door Locks Operable and Door Handles Inoperable.

4.0. 2019 OR NEWER FORD POLICE INTERCEPTOR AWD UTILITY VEHICLE

- 4.1.** ENGINE: 3.7L V-6, Normally Aspirated Gasoline Engine with Heavy-Duty Cooling System and Engine Oil Cooler.
- 4.2.** All Wheel Drive (AWD).
- 4.3.** TRANSMISSION: Six Speed Automatic Heavy-Duty Police Calibration, Column Mounted Gear Selector and Auxiliary Oil Cooler.
- 4.4.** Heavy-Duty Fade Resistant Four-Wheel Disc Antilock Brakes with Power Booster.
- 4.5.** Heavy-Duty Power Assist Steering.
- 4.6.** Tilt Steering Wheel.
- 4.7.** Independent Front and Rear Suspension. Front and Rear Stabilizer Bars.
- 4.8.** TIRES: Five (5) Tires, 245/55R18 BSW, "W" Speed Rated (includes spare).
- 4.9.** WHEELS: Five (5) Heavy-Duty Black Steel Wheels (includes spare).
- 4.10.** WHEEL COVERS: Five (5) 5-inch Center Caps in lieu of 18-Inch Wheel Covers (includes spare).
- 4.11.** 220 Amp Alternator, Heavy Duty.
- 4.12.** 750 CCA (min.) Battery.
- 4.13.** Police Type Speedometer Certified for Accuracy.
- 4.14.** Speed Control: Factory Installed Required.
- 4.15.** Air Conditioning / Heater: Factory Installed Air Conditioning with Integral Heater and Defroster.
- 4.16.** Electric Rear Window Defroster: Manufacturer's Standard Required.
- 4.17.** AM/FM Stereo Radio Minimum.
- 4.18.** Power Adjustable Brake and Accelerator Pedals.
- 4.19.** Radio Noise Suppression Bonding Straps.
- 4.20.** Power Windows and Door Locks, Rear Power Window Operable from Rear Seat and Driver's Seat, Rear Window Lockout Switch Controllable from Driver's Position.
- 4.21.** Lift Gate Key Lock Cylinder and Driver Door Key Lock Cylinder.
- 4.22.** Single Key Locking System – Keyed alike to match existing fleet – no FOBS. Key #1284X.
- 4.23.** Heavy-Duty Front Bucket Seats without Center Console, Designed for Police Usage and Covered with Heavy-Duty Cloth Fabric. 6-way Power Adjusting Driver's Seat.
- 4.24.** Heavy-Duty Vinyl Bench Rear Seat In lieu of Cloth.
- 4.25.** Privacy Glass for Second and Third Row.
- 4.26.** Driver and Front Passenger Air Bags, Driver and Passenger Side Curtain Air Bags and Driver and Front Passenger Seat Mounted Thorax Air Bags Minimum.
- 4.27.** Vinyl Floor Covering, First and Second Row In lieu of Carpeting.
- 4.28.** Front License Bracket.

- 4.29. Spotlight Provision, Left Hand with 6" LED Whelen Spotlight.
- 4.30. Police Power Pigtail Harness.
- 4.31. Pre-Wiring for LED Lamp, Siren, and Speaker.
- 4.32. Courtesy Lamps Disabled When Any Door is Opened.
- 4.33. First Row Red/White Auxiliary Dome Lamp.
- 4.34. Red/White Overhead Dome Lamp in Cargo Area.
- 4.35. Headlamp Housing Prep Package (does not include LED installed lights).
- 4.36. Left Hand and Right Hand Heated Power Adjusting Outside Rearview Mirrors.
- 4.37. Rear View Camera: 4" Display Located in Center Stack.
- 4.38. Factory Installed Reverse Sensing System.
- 4.39. WARRANTY: The Vehicle shall have a minimum 36 Month/36,000-Mile Bumper to Bumper Manufacturer's warranty and a 5-year/100,000-Mile Power Train Warranty.
- 4.40. Additional Keys (Key #1284X). Two (2) additional keys per vehicle.
- 4.41. Rear Inside Door Locks Operable and Door Handles Inoperable.
- 4.42. COLOR: Shadow Black Exterior with Charcoal Interior.

4.43. OPTIONAL ITEMS – K9 UTILITY VEHICLE

- 4.43.1. Auxiliary (Rear) Air Conditioning.
- 4.43.2. Vinyl Front Seat In lieu of Cloth.
- 4.43.3. Additional Keys (Key #1284X). Two (2) additional keys per vehicle.
- 4.43.4. Rear Inside Door Locks Operable and Door Handles Inoperable.
- 4.43.5. COLOR: Shadow Black Exterior with Charcoal Interior.

4.44. OPTIONAL ITEMS – SIU UTILITY VEHICLE

- 4.44.1. Full Size Wheel Covers (65L).
- 4.44.2. Badge Delete (16D).
- 4.44.3. No Spotlight Provision.
- 4.44.4. Additional Keys (Key #1284X). Two (2) additional keys per vehicle.
- 4.44.5. Rear Inside Door Locks Operable and Door Handles Inoperable.
- 4.44.6. COLOR: Sterling Gray (UJ) with Charcoal Interior.

4.45. OPTIONAL ITEMS – PATROL COMMANDERS VEHICLE

- 4.45.1. Bluetooth Option - SYNC – (53M)
- 4.45.2. Additional Keys (Key #1284X). Two (2) additional keys per vehicle.
- 4.45.3. COLOR: Shadow Black Exterior with Charcoal Interior.

4.46. OPTIONAL ITEMS – SGT VEHICLE

- 4.46.1. Additional Key (Key #1284X). Two (2) additional keys per vehicle.
- 4.46.2. COLOR: Shadow Black Exterior with Charcoal Interior.

4.47. OPTIONAL ITEMS – MCI VEHICLE

- 4.47.1. Additional Key (Key #1284X). Two (2) additional keys per vehicle.
- 4.47.2. COLOR: Shadow Black Exterior with Charcoal Interior.

5.0. 2019 OR NEWER FORD F150, CREW CAB, 4X4

- 5.1. ENGINE:** 5.0L V8 Engine
- 5.2. TRANSMISSION:** Automatic Transmission
- 5.3. Long Bed;** 6' 6"
- 5.4. 157"** Wheelbase
- 5.5. Limited Slip Rear Axle**
- 5.6. 4-Wheel Anti-Lock Brakes**
- 5.7. Power Steering**
- 5.8. All Season Tires + Full Spare, Tire Tools & Jack**
- 5.9. Manufacturer's Standard Heating and Air Conditioning**
- 5.10. Manufacturer's Standard Air Bags**
- 5.11. Painted Rear Bumper**
- 5.12. Manufacturer's Standard AM/FM Radio**
- 5.13. Vinyl 40/20/40 Front Seat**
- 5.14. Speed Control and Tilt Wheel**
- 5.15. Vinyl Floor Covering**
- 5.16. Rear Bench Seat**
- 5.17. Power Windows, Power Door Locks, Power Exterior Mirrors & Remote Keyless Entry**
- 5.18. 17"** Silver Steel Wheels
- 5.19. 4 Hooks in Bed**
- 5.20. Grab Handles**
- 5.21. 12V Power Point**
- 5.22. Tire Pressure Monitors**
- 5.23. AdvanceTrac**
- 5.24. Rearview Camera**
- 5.25. Dome Light**
- 5.26. FFV (E-85) Fuel Identifier**
- 5.27. TOWING PACKAGE:** Manufacturer's Standard (includes 4 pin/7 pin wiring, auxiliary oil transmission cooler, Class IV Trailer Hitch, engine oil cooler, front stabilizer bar).
- 5.28. COLOR:** Shadow Black Exterior with Gray Interior
- 5.29. WARRANTY:** The Vehicle shall have a minimum 36 Month/36,000-Mile Bumper to Bumper Manufacturer's warranty and a 5-year/100,000-Mile Power Train Warranty.

**CITY OF SPRINGFIELD
BID FORM – PROPOSAL
IFB #014-2019**

SUBMITTED BY _____
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	4 Ea	2019 or Newer Ford Police Interceptor Sedan Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
2.	10 Ea	2019 or Newer Ford Police Interceptor Utility – Patrol Vehicle Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
3.	1 Ea	2019 or Newer Ford Police Interceptor Utility – K9 Vehicle For <u>OPTIONAL</u> Items see paragraph 4.43. Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____

4.	1 Ea	2019 or Newer Ford Police Interceptor Utility – SIU Vehicle For <u>OPTIONAL</u> Items see paragraph 4.44. Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
5.	2 Ea	2019 or Newer Ford Police Interceptor Utility – Patrol Commander Vehicle For <u>OPTIONAL</u> Items see paragraph 4.45. Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
6.	4 Ea	2019 or Newer Ford Police Interceptor Utility – SGT Vehicle For <u>OPTIONAL</u> Items see paragraph 4.46. Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
7.	2 Ea	2019 or Newer Ford Police Interceptor Utility – MCI Vehicle For <u>OPTIONAL</u> Items see paragraph 4.47. Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____

8.	2 Ea	2019 or Newer Ford F150 4x4 Crew Cab Pickup Mfg.: _____ Model No.: _____ Delivery: _____calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
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DELIVERY: F.O.B. DESTINATION

Accept Visa P-Card: Yes _____ No _____

Prompt Payment Discount _____% _____Days, Net _____Days

Division of Purchases - Purchase Order

(Please remit all Invoices to the "Bill To" address below)

[illegible]**Total Amount of Purchase Order**

I certify that the expenditure contemplated by this document is within the purpose of appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

*Director of Finance/Assistant Director of Finance for
City Purchasing Agent*

All Vendors are Required to have a W-9 on file with the City prior to payment

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #014-2019**

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #014-2019** FOR **2019 POLICE INTERCEPTORS AND F150 PICKUPS** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____